Consumer Terms of Service

Effective September 23, 2024

Welcome to Vitiligo.AI!

Before you access our services, please read these User Terms of Service.

These Terms of Service ("**Terms**") and our **Usage Policy** (also referred to as our "Acceptable Use Policy" or "AUP", see here below) set out the agreement between you and Vitiligo Research Foundation ("**VRF**") to use Vitiligo.ai, and other products and services that we may offer for individuals, along with any associated apps, software, and websites (together, our "**Services**").

Please take some time to read over them and understand them. By agreeing to these Terms, or in the absence of such agreement, by using the Services, you agree to be bound by them, including any changes made to them in accordance with the Terms. Our affiliates, licensors, distributors, and service providers (collectively "**Providers**") are not contracting parties under these Terms.

In these Terms, when we refer to "we", "us" or "our," or similar, we mean VRF. Other words in **bold** and inverted commas have the meaning given to them where the word or phrase is first used. Subsequent uses of these words have the same meaning.

Please read our **Privacy Policy** (see here below), which describes how we collect and use personal information.

1. Who we are

VRF is a 501(c)3 non-profit, focused research organization, with the mission is to accelerate the end of suffering for millions of people who live with vitiligo through research, support and education. We conduct research, develop and apply a variety of novel technologies, and deploy the resulting systems via a set of partnerships and products.

2. Account creation and access

Minimum age. You must be at least 18 years old to use the Services.

Your VRF Account. To access full range of our Services, we may ask you to create an account (your "**Account**"), to provide certain information (such as your email address), and to create a password. You agree to provide correct, current, and complete information and allow us to use it to communicate with you about our Services. You agree to notify us promptly if there are any

changes to the information you have provided to us. Our communications to you using such information will satisfy any requirements for legal notices.

You may not share your Account login information, VRF API key, or Account credentials with anyone else or make your Account available to anyone else. You are responsible for all activity occurring under your Account and agree to notify us immediately if you become aware of any unauthorized access to your Account by sending an email to info@VRFoundation.org.

Business Domains. If you use an email address owned by your employer or another organization, your Account may be linked to the organization's enterprise account with us and the organization's administrator may be able to monitor and control the Account, including having access to Materials (defined below). We will provide notice to you before linking your Account to an organization's enterprise account. However, if the organization is responsible for notifying you or has already informed you that it may monitor and control your Account, we may not provide additional notice.

Evaluation and Additional Services. In some cases, we may permit you to evaluate our Services for a limited time or with limited functionality. Use of our Services for evaluation purposes are for your personal, non-commercial use only.

You may need to accept additional terms to use certain Services. These additional terms will supplement our Terms for those Services and may change your rights or obligations for those Services, including your obligations to pay fees.

3. Use of our Services.

You may access and use our Services only in compliance with our Terms, our **Acceptable Use Policy**, and guidelines or supplemental terms we may post on the Services (the "**Permitted Use**").

You may not access or use, or help another person to access or use, our Services in the following ways:

- 1. In any manner that violates any applicable law or regulation—including, without limitation, any laws about exporting data or software to and from United States of America, Canada, any countries in the European Economic Area, Switzerland, or other countries.
- To develop any products or services that compete with our Services, including to develop or train any artificial intelligence or machine learning algorithms or models.
- 3. To decompile, reverse engineer, disassemble, or otherwise reduce our Services to human-readable form, except when these restrictions are prohibited by applicable law.
- 4. To crawl, scrape, or otherwise harvest data or information from our Services other than as permitted under these Terms.
- 5. To use our Services or Materials to obtain unauthorized access to any system or information or to deceive any person.

- 6. To infringe, misappropriate, or violate intellectual property or other legal rights (including the rights of publicity or privacy).
- 7. Except when you are accessing our Services via API Key or where we otherwise explicitly permit it, to access the Services through automated or non-human means, whether through a bot, script, or otherwise.
- 8. To engage in any other conduct that restricts or inhibits any person from using or enjoying our Services, or that we reasonably consider exposes us—or any of our users, affiliates, or any other third party—to any liability, damages, or detriment of any type, including reputational harms.

You also must not abuse, harm, interfere with, or disrupt our Services, including, for example, introducing viruses or malware, spamming or DDoSing Services, or bypassing any of our systems or protective measures.

4. Prompts, Outputs, and Materials.

You may be allowed to submit text, documents, or other materials to our Services for processing (we call these "**Prompts**"). Our Services may generate responses based on your Prompts (we call these "**Outputs**"). Prompts and Outputs collectively are "**Materials**."

Rights to Materials. You are responsible for all Prompts you submit to our Services. You must ensure that you have all rights, licenses, and permissions that are necessary for us to process such Prompts in accordance with our Terms. You must ensure that your submission of Prompts to us will not violate our Terms, our **Acceptable Use Policy**, or any laws or regulations applicable to those Prompts. As between you and VRF, and to the extent permitted by applicable law, you retain any right, title, and interest that you have in such Prompts. Subject to your compliance with our Terms, we assign to you all our right, title, and interest (if any) in Outputs.

Reliance on Outputs. Artificial intelligence and large language models are frontier technologies that are still improving in accuracy, reliability and safety. When you use our Services, you acknowledge and agree:

- 1. Outputs may not always be accurate and may contain material inaccuracies even if they appear accurate because of their level of detail or specificity.
- 2. You should not rely on any Outputs without independently confirming their accuracy.
- 3. The Services and any Outputs may not reflect correct, current, or complete information.
- 4. Outputs may contain content that is inconsistent with VRF's views.

Our use of Materials. We may use Materials to provide, maintain, and improve the Services and to develop other products and services. We will not train our models on any Materials that are not publicly available, except in two circumstances:

- 1. If you provide Feedback to us (through the Services or otherwise) regarding any Materials, we may use that Feedback in accordance with Section 5 (Feedback).
- 2. If your Materials are flagged for trust and safety review, we may use or analyze those Materials to improve our ability to detect and enforce Acceptable Use Policy violations,

including training models for use by our trust and safety team, consistent with VRF's safety mission.

Limitations. Different types of Service (including paid-for Services under a Subscription) may have technical restrictions associated with them, for example, the number of Prompts you may submit to the Service or the number of Outputs you may receive within a certain period of time ("**Technical Limitation**"). For more information about the Technical Limitations for each type of Service offering, see the relevant purchase page on our website.

5. Feedback

We appreciate feedback, including ideas and suggestions for improvement or rating an Output in response to a Prompt ("Feedback"). If you rate an Output in response to a Prompt—for example, by using the thumbs up/thumbs down icon—we will store the related conversation as part of your Feedback. You have no obligation to give us Feedback, but if you do, you agree that we may use the Feedback however we choose without any obligation or other payment to you.

6. Subscriptions, fees and payment.

Fees and billing. You may be required to pay fees to access or use our Services or certain features of our Services. You are responsible for paying any applicable fees listed on the Services. The fees applicable to our Services (including information on how we calculate our fees) are set out on the Services listing.

If you purchase access to our Services or features of our Services from us, you must provide complete and accurate billing information ("**Payment Method**"). You confirm that the card or bank account which is being used as your Payment Method is yours, or that you have the authorization of the account holder to use it. If you use a Payment Method which you are not authorized to use, you will be liable to us for any losses that we suffer as a result of your use of that Payment Method.

You agree that we may charge the Payment Method for any applicable fees listed on our Services and any applicable tax. If the fees for these Services or features are specified to be recurring or based on usage (for example, a Subscription (see below)), you agree that we may charge these fees and applicable taxes to the Payment Method on a periodic basis. If you access our Services or purchase access to our Services through a distributor ("App Distributor") (e.g. an app store), then you will make payment to the App Distributor, and the App Distributor's terms in relation to payment methods, billing and refunds will apply instead of these Terms.

Except as expressly provided in these Terms or where required by law, all payments are non-refundable. Please check your order carefully before confirming it, and see below for additional information about recurring charges for our subscriptions.

You agree that we will not be held liable for any errors caused by third-party payment processors used to process fees paid by you to us.

Subscriptions. To access Vitiligo.ai and other subscription services we may make available to individuals, you must sign up for a subscription with us (a "Subscription"), first by creating an Account and then following the subscription procedure on our Services. When you sign up for a Subscription, you agree to these Terms.

- **a. Subscription order.** Your order for a Subscription constitutes an offer by you to enter into a Subscription with us. We will confirm our acceptance of your order by sending you a confirmation email (the "**Confirmation Email**"). Sometimes we reject orders, for example, if you are located in a country where we do not offer the Service or the Service was mispriced by us. A contract for the Subscription, which is on the basis of these Terms, will become legally binding on you and us when we send you the Confirmation Email. For clarity, each Subscription will incorporate these Terms.
- **b. Subscription content, features, and services.** The content, features, and other services provided as part of your Subscription, and the duration of your Subscription, will be described in the order process. We may change or refresh the content, features, and other services from time to time, and we do not guarantee that any particular piece of content, feature, or other service will always be available through the Services.
- **c. Subscription term and automatic renewal.** If your Subscription has a minimum term (the "**Initial Term**"), we will let you know during the order process. The "Initial Term" for Vitiligo.ai is one month. Your Subscription will last for the Initial Term and will automatically renew for an additional term equal in duration to the Initial Term and will continue to renew and incur charges for additional terms equal in duration to the Initial Term (each such additional term, a "**Renewal Term**"). For example, if you subscribe on January 25th for a Subscription with a one-month Initial Term, the Initial Term is January 25th to February 24th (inclusive) and then Renewal Terms will run from the 25th of one month to the 24th of the next month (inclusive).
- **d. Subscription fees.** You will pay the fees, either to us or to the App Distributor, for the Initial Term and each subsequent Renewal Term up front at the start of that Initial Term or Renewal Term (as applicable). We have the right to make changes to the fees applicable to your Subscription from time to time, although we will not make any change to the fees applicable to your Subscription during the current Initial Term or Renewal Term (as applicable). If these changes result in an increase in the fees payable by you, we will inform you at least 30 days in advance of the change and you shall be deemed to have agreed to the increase in fees payable by you unless you cancel the Subscription, as described in Sections (e) and (g) below, before the Renewal Term to which the increase in fees will apply.
- **e. Subscription cancellation.** If you subscribed via our website, you may cancel your Subscription at any time by using a method we may provide to you through our products (for example, for Vitiligo.ai, in your customer portal) or by notifying us at info@VRFoundation.org. If

you subscribed via an app, you will need to cancel via the distributor according to the App Distributor terms. To avoid renewal and charges for the next Renewal Term, cancel your subscription at least 24 hours before the last day of the Initial Term or any Renewal Term. In the example above, if you subscribe on January 25th for a Subscription that renews with a one-month Initial Term, you must cancel the Subscription per the instructions by February 23rd (24 hours before February 24th) to avoid renewal and charges for the next Renewal Term. In the event of a cancellation, your fees will not be refunded, but your access to the Services will continue through the end of the Initial Term or any Renewal Term for which you previously paid fees.

f. Additional cancellation rights. You have a legal right to change your mind and cancel the Subscription within 14 days of entering into the Subscription without giving a reason.

- 1. To exercise the right to cancel in the 14-day cancellation period, you must inform us of your decision to cancel the Subscription by making a clear statement to us of such decision before the cancellation period has expired. The easiest way to do this is by contacting us at info@vrfoundation.org. You may also use the model cancellation form in Appendix 1 of these Terms, but it is not obligatory. We will acknowledge your cancellation, e.g., through our online customer portal or console.
- 2. If you cancel the Subscription under Section 6(f)(1), we will reimburse you all payments received from you for the cancelled Subscription. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the Subscription. We will make the reimbursement using the same means of payment as you used for the initial transaction; you will not incur any fees as a result of the reimbursement.
- 3. If you would like to use the Services during the 14-day cancellation period, you may do so. If you have used the Services during the 14-day cancellation period, and wish to cancel the Subscription, you can still do so by following the process in Section (f)(1) above, but we may retain an amount which is in proportion to what has been provided until you have communicated us your withdrawal from these Terms, in comparison with the full coverage of the Subscription.
- **g. Subscriptions purchased through an App Distributor.** Where you have purchased your Subscription through an App Distributor, your right to cancel under Section 6(f) above will be as set out in the App Distributor's terms and Section 6(f) will not apply. The App Distributor's terms will set out how to notify the App Distributor that you want to cancel and how any fees will be refunded.

Additional fees. We may also increase the fees for access to our Services that do not require a Subscription. If we charge additional fees in connection with those Services, we will give you an opportunity to review and accept the additional fees before you are charged. Also, additional fees may apply for additional Services or features of the Services that we may make available. If you do not accept any such additional fees, we may discontinue your access to those Services or features.

7. Third-party services and links

Our Services may use or be used in connection with third-party content, services, or integrations. We do not control or accept responsibility for any loss or damage that may arise from your use of any third-party content, services, and integrations, for which we make no representations or warranties. Your use of any third-party content, services, and integrations is at your own risk and subject to any terms, conditions, or policies (including privacy policies) applicable to such third-party content, services, and integrations.

8. Software

We may offer manual or automatic updates to our software including our apps ("VRF Software"), without advance notice to you. VRF Software may include open source software. In the event of any conflict between these Terms and any other VRF or third-party terms applicable to any portion of VRF Software, such as open-source license terms, such other terms will control as to that portion of the VRF Software and to the extent of the conflict.

9. Ownership of the Services

The Services are owned, operated, and provided by us and, where applicable, our **Providers**. We and our Providers retain all our respective rights, title, and interest, including intellectual property rights, in and to the Services. Other than the rights of access and use expressly granted in our Terms, our Terms do not grant you any right, title, or interest in or to our Services.

10. Disclaimer of warranties, limitations of liability, and indemnity

Our team works hard to provide great services, and we're continuously working on improvements. However, there are certain aspects we can't guarantee.

No warranties. You may have legal rights in relation to our Services, including where the Services are not as described, faulty or otherwise not fit for purpose. If you believe that any of our Services that you have ordered do not conform with these Terms, please contact us at info@vrfoundation.org. Other than those legal rights, your use of the Services and Materials is solely at your own risk. The Services and Outputs are provided on an "as is" and "as available" basis and, to the fullest extent permissible under applicable law, are provided without warranties of any kind, whether express, implied, or statutory. We and our Providers expressly disclaim any and all warranties of fitness for a particular purpose, title, merchantability, accuracy, availability, reliability, security, privacy, compatibility, non-infringement, and any warranty implied by course of dealing, course of performance, or trade usage.

No limitation. Nothing in these Terms excludes or limits our liability for:

- 1. death or personal injury caused by our negligence;
- 2. fraud or fraudulent misrepresentation; and

any matter in respect of which it would be unlawful for us to exclude or restrict our liability. This includes your rights that the Services are of satisfactory quality, fit for purpose and as described.

Foreseeable loss. Except as set out in *No Limitation* above, we and our Providers are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed our Services, or if you have a Subscription, at the time that the agreement between you and us related to your Subscription become binding (i.e., when the confirmation email for that Subscription was issued).

Non-commercial use only. You agree that you will not use our Services for any commercial or business purposes and we and our Providers have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Your rights. Nothing in these Terms affects your statutory rights and we are under a legal duty to provide you with Services that are in conformity with the terms applying to our Services. Advice about your statutory rights is available from your local Citizens' Information Board (or local equivalent, if applicable).

Limitation of liability. Except as otherwise set out in *No Limitation* above, our total liability to you for any loss or damage arising out of or in connection with these Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise will be limited to the greater of: (a) the amount you paid to us for access to or use of the Services in the six months prior to the event giving rise to the liability, and (b) \$100.

Beneficiaries. Our Providers may benefit from, and enforce, their rights under this Section 10.

11. General terms

Changes to Services. Our Services are novel and will change. We may sometimes add or remove features, increase or decrease capacity limits, offer new Services, or stop offering old ones. We may modify, suspend, or discontinue the Services or your access to the Services. Where those actions will materially impact your use of the Services, we will endeavor to notify you in accordance with this section. This includes taking such action as we consider appropriate to address any security, performance or trust and safety issue.

Where feasible, we will provide you with at least 30 days' advance notice of any such changes to the Services that would materially limit or reduce the features, availability or functionality of the Services. However, there may be urgent situations (such as preventing abuse, responding to legal requirements, or addressing security and operability issues) where providing advance notice is not feasible.

If you do not wish to continue using the Services following material changes to the Services, please cancel your Account (or the Subscription purchased via our website, if applicable) by notifying us at info@vrfoundation.org and we will refund you a portion of the fees paid by you that are for the portion of your Subscription purchased via our website remaining after termination of your Subscription occurs. Any refunds for Subscriptions purchased via an App Distributor are subject to the App Distributor's terms and not these Terms.

Changes to these Terms. We may revise and update these Terms. For example, we may update these Terms (1) to reflect changes in our Services, like when we add or remove features or services, or update our pricing, (2) for security or legal reasons, or (3) to promote safety or prevent abuse. We will notify you of changes to the Terms which are reasonably likely to affect your use of the Services or legal rights. These changes will come into effect no less than 30 days from when we notify you, unless the change is due to a change in law or for security reasons (in which case we may need to change the Terms on shorter notice).

If you do not wish to continue using our Services following any changes to the Terms you can terminate these Terms (or a Subscription purchased via our website) by notifying us at info@vrfoundation.org, before the changes take effect. If you exercise this termination right, we will refund to you a portion of the fees paid by you that are for the portion of your Subscription purchased via our website remaining after termination of your Subscription occurs. Any refunds for Subscriptions purchased via an App Distributor are subject to the App Distributor's terms and not these Terms.

Supplemental Terms. We may also post supplemental terms. We may offer new Services or features that we believe require service-specific terms or guidelines. If you decide to use those new Services or features, you agree to comply with any applicable guidelines, rules, or supplemental terms that may be posted on the Services from time to time (**"Supplemental Terms"**). If these Terms conflict with Supplemental Terms, the Supplemental Terms will govern for the applicable Service.

Termination. You may stop accessing the Services at any time. We may suspend or terminate your access to the Services at any time without notice to you if:

- 1. we believe that you have materially breached these Terms;
- 2. we must do so in order to comply with applicable law; or
- 3. immediate suspension or termination is necessary for security reasons and therefore we cannot provide notice.

We may also terminate your Account if you have been inactive for over a year and you do not have a paid Account. If we decide to terminate your Account due to inactivity, we will give you advance notice before doing this.

If we terminate your access to the Services due to a material breach of these Terms and you have a Subscription:

1. you will not be entitled to any refund; and

2. we may take further legal action against you and you may be responsible for our losses in relation to the violation of these Terms.

If you have a Subscription, we may terminate the Subscription at any time by giving you at least 30 days' notice in writing (email is sufficient). If we exercise this right, we will refund you on a pro rata basis the fees paid by you for the remaining portion of your Subscription after termination.

Upon termination of these Terms, a Subscription, or your access to the Services, the rights granted to you under our Terms (or any Subscription) to access and use our Services will immediately terminate, and we may at our option delete any Materials or other data associated with your account. Sections 6 (with respect to fees outstanding as of such expiration or termination) and 8-11 will survive any expiration or termination of our Terms or a Subscription.

Severability. Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections will remain in full force and effect.

No waiver. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

No assignment. These Terms may not be transferred or assigned by you without our prior written consent, but may be assigned by us without restriction.

Use of our brand. You may not, without our prior written permission, use our name, logos, or other trademarks in connection with products or services other than the Services, or in any other way that implies our affiliation, endorsement, or sponsorship. To seek permission, please email us at info@VRFoundation.org

Export Controls. You may not export or provide access to the Services into any U.S. embargoed countries or to anyone on (i) the U.S. Treasury Department's list of Specially Designated Nationals, (ii) any other restricted party lists identified by the Office of Foreign Asset Control, (iii) the U.S. Department of Commerce Denied Persons List or Entity List, or (iv) any other restricted party lists. You agree that you and anyone accessing or using the Services on your behalf, or using your Account credentials, are not such persons or entities and are not located in any such country.

Legal Compliance. We may comply with governmental, court, and law enforcement requests or requirements relating to provision or use of the Services, or to information provided to or collected under our Terms. We reserve the right, at our sole discretion, to report information from or about you, including but not limited to Prompts or Outputs, to law enforcement.

12. In case of disputes

Governing Law and Jurisdiction. These Terms are governed by Irish law. This means that your access to and use of our Services, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by Irish law, and must be brought in a competent court in Ireland. However, if you are a consumer within the European Economic Area or Switzerland, you may also file legal disputes in your local courts, based on your local laws.

If you are resident in the European Economic Area and wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: http://ec.europa.eu/consumers/odr/. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

Contacting us

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us by using the following details: Address: 209 West 29th str., POB 6205 New York, NY 10001, USA

Email address: info@vrfoundation.org

Appendix 1

Model Cancellation Form

[Complete and return this form only if you wish to cancel the contract]

To: VRF (info@vrfoundation.org, 209 West 29th str., POB 6205 New York, NY 10001, USA):

Subject: Cancellation Request

- I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the following goods [*] for the provision of the following service [*]:
- Ordered on [*]/Received on [*]:
- Name of Consumer(s):
- Email address of Consumer(s) used to process the order:
- Address of Consumer(s):
- Signature of Consumer(s): (only if this form is notified on paper)
- Date: [...]

Privacy Policy

Effective September 23, 2024

VRF is a 501(c)3 non-profit, focused research organization, with the mission is to accelerate the end of suffering for millions of people who live with vitiligo through research, support and education. We conduct research, develop and apply a variety of novel technologies, and deploy the resulting systems via a set of partnerships and products.

This Privacy Policy explains how we collect, use, disclose, and process your personal data when you use our website and other places where VRF may act as a *data controller* and link to this Privacy Policy—for example, when you interact with Vitiligo.ai or other products as a consumer for personal use ("Services") or when VRF operates and provides our commercial customers and their end users with access to our commercial products, such as the VRF Team plan ("Commercial Services").

This Privacy Policy does not apply where VRF acts as a *data processor* and processes personal data on behalf of commercial customers using VRF's Commercial Services – for example, when a commercial customer or their end user includes personal data in Inputs (defined below). In those cases, the commercial customer is the controller, and you can review their policies for more information about how they handle your personal data.

This Privacy Policy also describes your privacy rights. More information about your rights, and how to exercise them, is set out in the "Rights and Choices" section.

If you are located in Canada, please read section 8 of the Privacy Policy which applies to you. If you are located in Brazil, please read section 9 of the Privacy Policy which applies to you.

1. Collection of Personal Data

We collect the following categories of personal data:

Personal data you provide to us directly

- **Identity and Contact Data:** VRF collects identifiers, such as your name, email address, and phone number when you sign up for a VRF account, or to receive information on our Services. We may also collect or generate indirect identifiers (e.g., "USER12345").
- **Payment Information:** We may collect your payment information if you choose to purchase access to VRF's products and services.
- Inputs and Outputs: Our AI services allow you to prompt the Services in a variety of
 media including but not limited to the format of text, files and documents, photos and
 images, and other materials along with the metadata and other information contained
 therein ("Prompts" or "Inputs"), which generate responses

("Outputs" or "Completions") based on your Inputs. If you include personal data in your Inputs, we will collect that information and this information may be reproduced in your Outputs.

- Feedback on your use of our Services: We appreciate feedback, including ideas and suggestions for improvement or rating an Output in response to an Input ("Feedback").
 If you rate an Output in response to an Input—for example, by using the thumbs up/thumbs down icon—we will store the related conversation as part of your Feedback.
- **Communication Information:** If you communicate with us, including via our social media accounts, we collect your name, contact information, and the contents of any messages you send.

Personal data we receive automatically from your use of the Services

When you use the Services, we also receive certain technical data automatically (described below, collectively "**Technical Information**"). This includes:

- Device and Connection Information. Consistent with your device or browser
 permissions, your device or browser automatically sends us information about when and
 how you install, access, or use our Services. This includes information such as your
 device type, operating system information, browser information and web page referers,
 mobile network, connection information, mobile operator or internet service provider
 (ISP), time zone setting, IP address (including information about the location of the
 device derived from your IP address), identifiers (including device or advertising
 identifiers, probabilistic identifiers, and other unique personal or online identifiers).
- **Usage Information.** We collect information about your use of the Services, such as the dates and times of access, browsing history, search, information about the links you click, pages you view, and other information about how you use the Services, and technology on the devices you use to access the Services.
- Log and Troubleshooting Information. We collect information about how our Services are performing when you use them. This information includes log files. If you or your device experiences an error, we may collect information about the error, the time the error occurred, the feature being used, the state of the application when the error occurred, and any communications or content provided at the time the error occurred.
- Cookies & Similar Technologies. We and our service providers use cookies, scripts, or similar technologies ("Cookies") to manage the Services and to collect information about you and your use of the Services. These technologies help us to recognize you, customize or personalize your experience, market additional products or services to you, and analyze the use of our Services to make them safer and more useful to you. For more details about how we use these technologies, and your opt-out controls and other options, please visit our Cookie Policy.

Personal data we collect or receive to train our models

VRF obtains personal data from third party sources in order to train our models. Specifically, we train our models using data from three sources:

- Publicly available information via the Internet
- Datasets that we license from third party businesses

Data that our users or crowd workers provide

We take steps to minimize the privacy impact on individuals through the training process.

2. Uses of Personal Data Permitted Under Applicable Data Protection Laws

We will only use your personal data in accordance with applicable laws. We rely on the following grounds where permitted under and in accordance with data protection laws, such as in the European Union (our "Legal Bases"):

- Where we need it to perform a **contract** with you. For example, we process Identity and Contact Data, Inputs, Outputs and Payment Information in order to provide Services to you. In circumstances where we do not have a contract with you, such as where you are an end user of our Commercial Services, we instead rely on our legitimate interests.
- Where it is necessary for our **legitimate interests** (or those of a third party) and your interests and rights do not override our interests. Our legitimate interests include:
 - o providing, maintaining and improving our products and services;
 - o research and development, including developing new products and features;
 - marketing our products and services;
 - detecting, preventing and enforcing violations of our terms including misuse of services, fraud, abuse, and other trust and safety protocols; and
 - protecting our rights and the rights of others.
- Where you have given us your **consent**. You have the right to withdraw your consent at any time.
- Where we need to comply with our legal obligations.

We will not use your Inputs or Outputs to train our models, unless: (1) your conversations are flagged for Trust & Safety review (in which case we may use or analyze them to improve our ability to detect and enforce our **Usage Policy**, including training models for use by our Trust and Safety team, consistent with VRF's safety mission), or (2) you've explicitly reported the materials to us (for example via our feedback mechanisms), or (3) you've otherwise explicitly opted in to the use of your Inputs and Outputs for training purposes.

We use your personal data for the following purposes:

Purpose	Type of Data	Legal Basis
To provide, maintain and facilitate any products and services offered to you with respect to your VRF account, which are governed by our Terms of Service	 Identity and Contact Data Payment Information Feedback Inputs and Outputs 	• Contract
To communicate with you for non-marketing purposes including by sending you Services-related emails, push	Identity and Contact DataCommunication Information	• Contract

notifications, and other messages		
To send you marketing communications, where you have signed up to receive them	 Identity and Contact Data 	• Consent
To create and administer your VRF account	 Identity and Contact Data Payment Information Feedback 	• Contract
To facilitate payments for products and services provided by VRF	Identity and Contact DataPayment Information	• Contract
To prevent and investigate fraud, abuse, and violations of our Usage Policy , unlawful or criminal activity, unauthorized access to or use of personal data or VRF systems and networks, to protect our rights and the rights of others, and to meet legal, governmental and institutional policy obligations	 Identity and Contact Data Payment Information Inputs and Outputs Technical Information 	 Legitimate interests Legal obligation It is our legitimate interest to protect our business, employees and users from illegal activities, inappropriate behavior or violations of terms that would be detrimental. We also have a duty to cooperate with authorities.
To investigate and resolve disputes	 Identity and Contact Data Inputs and Outputs Feedback 	 Legitimate interests Legal obligation It is our legitimate interest to fully understand and make reasonable efforts to resolve customer complaints in order to improve user satisfaction. We also have a legal obligation in some cases.
To investigate and resolve security issues	 Identity and Contact Data Feedback Technical Information Inputs and Outputs 	 Legal obligation Legitimate interests It is our legitimate interest to protect user data and our systems from intrusion or compromise through monitoring and swift response. We also

		have a legal obligation to provide adequate security safeguards.
To debug and to identify and repair errors that impair existing functionality	 Identity and Contact Data Feedback Technical Information 	• Legitimate interests It is our legitimate interest to maintain continuous functioning of our services and rapid correction of problems to ensure a positive user experience that encourages engagement.
To improve the Services and conduct research	 Identity and Contact Data Feedback Technical Information 	• Legitimate interests It is our legitimate interest and in the interest of VRF users to evaluate the use of the Services and adoption of new features to inform the development of future features and improve direction and development of the Services.
To de-identify personal data and train our AI models	 Inputs and Outputs Feedback Technical Information 	• Legitimate interests It is our legitimate interest to utilize de-identified data to improve our AI models. This enables us to provide more accurate and helpful services over time based on real-world usage.
To enforce our Terms of Service and similar terms and agreements, including our Usage Policy .	 Identity and Contact Data Inputs and Outputs Technical Information 	 Contract Legitimate interests In certain circumstances outside of the performance of our contract with you, we may rely on legitimate interests. It is our legitimate interest to enforce the rules and policies governing use of our services, to maintain intended functionality and value for users. We aim to provide a safe, useful platform.

3. How We Disclose Personal Data

VRF will disclose personal data to the following categories of third parties for the purposes explained in this Policy:

- Affiliates & corporate partners. VRF discloses the categories of personal data described above between and among its affiliates and related entities.
- Service providers & business partners. VRF may disclose the categories of personal data described above with service providers and business partners for a variety of business purposes, including website and data hosting, ensuring compliance with industry standards, research, auditing, and data processing.

VRF may also disclose personal data in the following circumstances:

- As part of a significant corporate event. If VRF is involved in a merger, corporate
 transaction, bankruptcy, or other situation involving the transfer of business assets, VRF
 will disclose your personal data as part of these corporate transactions.
- Third-Party Websites and Services: Our Services may involve integrations with, or may direct you to, websites, apps, and services managed by third parties. By interacting with these third parties, you are providing information directly to the third party and not VRF and subject to the third party's privacy policy. If you access third-party services, such as social media sites or other sites linked through the Services (e.g., if you follow a link to our Twitter account), these third-party services will be able to collect personal data about you, including information about your activity on the Services. If we link to a site or service via our Services, you should read their data usage policies or other documentation. Our linking to another site or service doesn't mean we endorse it or speak for that third party.
- Pursuant to regulatory or legal requirements, safety, rights of others, and to enforce
 our rights or our terms. We may disclose personal data to governmental regulatory
 authorities as required by law, including for legal, tax or accounting purposes, in
 response to their requests for such information or to assist in investigations. We may
 also disclose personal data to third parties in connection with claims, disputes or
 litigation, when otherwise permitted or required by law, or if we determine its disclosure
 is necessary to protect the health and safety of you or any other person, to protect
 against fraud or credit risk, to enforce our legal rights or the legal rights of others, to
 enforce contractual commitments that you have made, or as otherwise permitted or
 required by applicable law.
- With an individual's consent. VRF will otherwise disclose personal data when an individual gives us permission or directs us to disclose this information.

4. Rights and Choices

Subject to applicable law and depending on where you reside, you may have some rights regarding your personal data, as described further below. We make efforts to respond to such requests. However, please be aware that these rights are limited, and that the process by which we may need to action your requests regarding our training dataset are complex. VRF will not discriminate based on the exercising of privacy rights you may have. To exercise your rights, you

or an authorized agent may submit a request by emailing us at info@vrfoundation.org. After we receive your request, we may verify it by requesting information sufficient to confirm your identity.

- Right to know. You may have the right to know what personal data VRF processes about
 you, including the categories of personal data, the categories of sources from which it is
 collected, the business or commercial purposes for collection, and the categories of third
 parties to whom we disclose it.
- Access & data portability. You may have the right to request a copy of the personal data VRF processes about you, subject to certain exceptions and conditions. In certain cases and subject to applicable law, you have the right to port your information.
- **Deletion.** You may have the right to request that we delete personal data collected from you when you use our Services, subject to certain exceptions. You also are able to delete individual conversations, which will be removed immediately from your conversation history and automatically deleted from our back-end within 30 days.
- **Correction.** You may have the right to request that we correct inaccurate personal data VRF retains about you, subject to certain exceptions. Please note that we cannot guarantee the factual accuracy of Outputs. If Outputs contain factually inaccurate personal data relating to you, you can submit a correction request and we will make a reasonable effort to correct this information—but due to the technical complexity of our large language models, it may not always be possible for us to do so.
- Objection. You may have a right to object to processing of your personal data, including profiling conducted on grounds of public or legitimate interest. In places where such a right applies, we will no longer process the personal data in case of such objection unless we demonstrate compelling legitimate grounds for the processing which override your interests, rights, and freedoms, or for the establishment, exercise or defense of legal claims. If we use your information for direct marketing, you can object and opt out of future direct marketing messages using the unsubscribe link in such communications.
- **Restriction**. You have the right to restrict our processing of your personal data in certain circumstances.
- **Withdrawal of consent.** Where VRF's processing of your personal data is based on consent, you have the right to withdraw your consent. The withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.
- Automated decision-making: VRF does not engage in decision making based solely on automated processing or profiling in a manner which produces a legal effect (i.e., impacts your legal rights) or significantly affects you in a similar way (e.g., significantly affects your financial circumstances or ability to access essential goods or services).
- Sale & targeted VRF marketing of its products and services. VRF does not "sell" your
 personal data as that term is defined by applicable laws and regulations. If we share your
 personal data for targeted advertising to promote our products and services in the
 future, you can opt-out and we will honor global privacy controls.

5. Data Transfers

When you access our website or Services, your personal data may be transferred to our servers in the US, Canada, or to other countries inside or outside the European Economic Area ("EEA") and the UK. This may be a direct provision of your personal data to us, or a transfer that we or a third party make (the latter being a "Transfer"). Where information is transferred, we ensure it benefits from an adequate level of data protection by relying on:

- Adequacy decisions. These are decisions from the European Commission under Article
 45 GDPR (or equivalent decisions under other laws) where they recognise that a country
 outside of the EEA offers an adequate level of data protection. We transfer your
 information as described in "Collection of Personal Data" to some countries with
 adequacy decisions; or
- Standard contractual clauses. The European Commission has approved contractual clauses under Article 46 GDPR that allows companies in the EEA to transfer data outside the EEA. These (and their approved equivalent for the UK and Switzerland) are called standard contractual clauses. We rely on standard contractual clauses to transfer information as described in "Collection of Personal Data" to certain affiliates and third parties in countries without an adequacy decision.

In certain situations, we rely on derogations provided for under applicable data protection law to transfer information to a third country.

6. Data Retention and Data Lifecycle

VRF retains your personal data for as long as reasonably necessary for the purposes and criteria outlined in this Privacy Policy. When the personal data collected is no longer required by us, we and our service providers will perform the necessary procedures for destroying, deleting, erasing, or converting it into an anonymous form as permitted or required under applicable laws.

Aggregated or De-Identified Information

We may process personal data in an aggregated or de-identified form to analyze the effectiveness of our Services, conduct research, study user behavior, and train our AI models as permitted under applicable laws. For instance:

- When you submit Feedback and provide us permission, we disassociate Inputs and Outputs from your user ID to use them for training and improving our models.
- If our systems flag Inputs or Outputs for potentially violating our **Usage Policy**, we disassociate the content from your user ID to train our trust and safety classification models and internal generative models. However, we may re-identify the materials to enforce our Usage Policy with the responsible user if necessary.
- To improve user experience, we may analyze and aggregate general user behavior and usage data. This information does not identify individual users.

7. Children

Our Services are not directed towards, and we do not knowingly collect, use, disclose, sell, or share any information about, children under the age of 18. If you become aware that a child under the age of 18 has provided any personal data to us while using our Services, please email

us at <u>info@vrfoundation.org</u> and we will investigate the matter and, if appropriate, delete the personal data.

8. Supplemental Disclosures for Residents of Canada

These supplemental disclosures contain additional information relevant to residents of Canada. This content should be read in conjunction with the rest of our Privacy Policy. In case of conflict between our Privacy Policy and these supplemental disclosures, the supplemental disclosures shall prevail in relation to residents of Canada.

Consent. By expressly consenting to this Privacy Policy, you confirm you have read, understand, and consent to the collection, use, processing, and disclosure of your personal data in accordance with this Privacy Policy and understand that, in jurisdictions where it is available, VRF also relies on other lawful bases for the foregoing as more fully set out in this policy. We will only collect, use and disclose your personal data with your consent, unless otherwise permitted or required by law. Your consent may be given expressly or implied, depending on the circumstances and the sensitivity of the information involved. You may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice.

Cross-jurisdictional Transfers. By providing us with personal data, you acknowledge and agree that your personal data may be transferred or disclosed to other jurisdictions for processing and storage outside of Canada, including to the United States or other countries, where laws regarding the protection of personal data may be less stringent than the laws in your jurisdiction. Furthermore, we may disclose your personal data in these jurisdictions in response to legal processes or where we believe in good faith that disclosure is required or permitted by law.

Contact. If you have any questions or comments about our processing of your personal data, or to exercise your rights as outlined in Section 4. ("Rights and Choices"), please contact us at info@vrfoundation.org.

9. Supplemental Disclosures for Residents of Brazil

These supplemental disclosures contain additional information relevant to residents of Brazil. This content should be read in conjunction with the rest of our Privacy Policy. In case of conflict between our Privacy Policy and these supplemental disclosures, the supplemental disclosures shall prevail in relation to residents of Brazil.

Legal Bases. Depending on the specific purpose of the processing, we may rely on different grounds than those listed under section 2, where permitted by and in accordance with the Brazilian General Data Protection Law (LGPD). For example, we may rely on the "exercise of legal rights" basis to process personal data associated with customer complaints and to enforce our Terms of Service and similar terms and agreements, including our Usage Policy.

Data Subject's Rights. LGPD grants certain rights regarding your personal data, which differ from the ones listed under section 4. We will respond to your requests to exercise your rights below in accordance with applicable law:

- Confirmation of whether your data is being processed. You have the right to receive a
 confirmation on whether VRF processes your data.
 Access to your data. You have the right to know what personal data VRF processes about
 you.
- **Correction of incomplete, inaccurate or outdated data.** You have the right to request the correction of your data that is incomplete, inaccurate, or outdated.
- Anonymization, blocking or erasure of data. You have the right to request the anonymisation, blocking or erasure of data that is unnecessary, excessive or processed in non-compliance with the provisions of the law.
- **Portability of personal data to a third party.** You have the right to request portability of your data to a third-party, as long as this does not infringe on our trade secrets.
- Information of public and private entities with which we shared data. You have the right to request information of public and private entities with which we have shared your data.
- Information about the possibility to refuse to provide consent and the respective consequences, when applicable.
- **Withdrawal of your consent.** You have the right to withdraw your consent. This procedure will be carried out free of charge.
- Request a review of decisions made solely based on automated processing of personal data.

Please keep in mind that these rights are not absolute and may not apply in certain circumstances. For example, in certain cases we may continue to process and retain data regardless of your request for deletion, objection, blocking or anonymisation, in order to comply with legal, contractual and regulatory obligations, safeguard and exercise rights, including in judicial, administrative and arbitration proceedings and in other cases provided for by law.

International Data Transfers. You acknowledge that VRF is a company based in and headquartered in the United States and that any information we hold about you will be transferred to, used, processed, and stored in the United States and other countries and territories, which may not have data privacy or data protection laws equivalent to the laws in your country or territory. For the proper operation of the Services, VRF needs to carry out international transfers of personal data. Until the Brazilian Standard Contractual Clauses, to be issued by the Brazilian Data Protection Authority (ANPD), come into effect, VRF will rely on the transfer mechanisms prescribed by Article 33, IX of the LGPD. The "competent supervisory authority" for these transfers, as governed by Brazilian Data Protection Laws, is the ANPD.

10. Changes to Our Privacy Policy

VRF may update this Privacy Policy from time to time. We will notify you of any material changes to this Privacy Policy, as appropriate, and update the Effective Date. We encourage you to review our Privacy Police for updates when you access the Services.

11. Contact Information

If you have any questions about this Privacy Policy, or have any questions, complaints or requests regarding your personal data, you can contact us as described below:

Vitiligo Research Foundation 209 West 29th str., POB 6205, New York, NY 10001 USA

You can email us and contact our Data Protection Officer at privacy@vrfoundation.org or info@vrfoundation.org.

Please note that under many countries' laws, you have the right to lodge a complaint with the supervisory authority in the place in which you live or work.

Usage Policy

Effective September 23, 2024

Our **Usage Policy** (also referred to as our "Acceptable Use Policy" or "AUP") applies to anyone who uses VRF's products and services, and is intended to help our users stay safe and ensure our products and services are being used responsibly.

The **Usage Policy** is categorized according to who can use our products and for what purposes. We will update our policy as our technology and the associated risks evolve or as we learn about unanticipated risks from our users.

- Universal Usage Standards: Our Universal Usage Standards apply to all users including individuals, developers, and businesses.
- **High-Risk Use Case Requirements**: Our High-Risk Use Case Requirements apply to specific use cases that pose an elevated risk of harm.
- **Disclosure Requirements:** Our Disclosure Requirements apply to specific use cases where it is especially important for users to understand that they are interacting with an AI system.

VRF will implement detections and monitoring to enforce our Usage Policies so please review these policies carefully before using our products. If we learn that you have violated our Usage Policy, we may throttle, suspend, or terminate your access to our products and services.

If you discover that our model outputs are inaccurate, biased or harmful, please notify us at info@vrfoundaition.org.

This **Usage Policy** is calibrated to strike an optimal balance between enabling beneficial uses and mitigating potential harms. VRF may enter into contracts with certain governmental customers that tailor use restrictions to that customer's public mission and legal authorities if, in VRF's judgment, the contractual use restrictions and applicable safeguards are adequate to mitigate the potential harms addressed by this **Usage Policy**.

Universal Usage Standards

Do Not Compromise Children's Safety

This includes using our products or services to:

- Create, distribute, or promote child sexual abuse material. We strictly prohibit and will report to relevant authorities and organizations where appropriate any content that exploits or abuses minors
- Facilitate the trafficking, sextortion, or any other form of exploitation of a minor
- Facilitate minor grooming, including generating content designed to impersonate a minor
- Facilitate or depict child abuse of any form, including instructions for how to conceal abuse
- Promote or facilitate pedophilic relationships, including via roleplay with the model
- Fetishize minors

Do Not Incite Violence or Hateful Behavior

This includes using our products or services to:

- Incite, facilitate, or promote violent extremism, terrorism, or hateful behavior
- Depict support for organizations or individuals associated with violent extremism, terrorism, or hateful behavior
- Facilitate or promote any act of violence or intimidation targeting individuals, groups, animals, or property
- Promote discriminatory practices or behaviors against individuals or groups on the basis
 of one or more protected attributes such as race, ethnicity, religion, nationality, gender,
 sexual orientation, or any other identifying trait

Do Not Compromise Someone's Privacy or Identity

This includes using our products or services to:

- Compromise security or gain unauthorized access to computer systems or networks, including spoofing and social engineering
- Violate the security, integrity, or availability of any user, network, computer, device, or communications system, software application, or network or computing device
- Violate any person's privacy rights as defined by applicable privacy laws, such as sharing personal information without consent, accessing private data unlawfully, or violating any relevant privacy regulations
- Misuse, collect, solicit, or gain access to private information without permission such as non-public contact details, health data, biometric or neural data (including facial recognition), or confidential or proprietary data
- Impersonate a human by presenting results as human-generated, or using results in a manner intended to convince a natural person that they are communicating with a natural person when they are not

Do Not Create Psychologically or Emotionally Harmful Content

This includes using our products or services to:

- Facilitate or conceal any form of self-harm, including disordered eating and unhealthy or compulsive exercise
- Engage in behaviors that promote unhealthy or unattainable body image or beauty standards, such as using the model to critique anyone's body shape or size

- Shame, humiliate, intimidate, bully, harass, or celebrate the suffering of individuals
- Coordinate the harassment or intimidation of an individual or group
- Generate content depicting sexual violence
- Generate content depicting animal cruelty or abuse
- Generate violent or gory content that is inspired by real acts of violence
- Promote, trivialize, or depict graphic violence or gratuitous gore
- Develop a product, or support an existing service that facilitates deceptive techniques with the intent of causing emotional harm

Do Not Spread Misinformation

This includes the usage of our products or services to:

- Create and disseminate deceptive or misleading information about a group, entity or person
- Create and disseminate deceptive or misleading information about laws, regulations, procedures, practices, standards established by an institution, entity or governing body
- Create and disseminate deceptive or misleading information with the intention of targeting specific groups or persons with the misleading content
- Create and advance conspiratorial narratives meant to target a specific group, individual or entity
- Impersonate real entities or create fake personas to falsely attribute content or mislead others about its origin without consent or legal right
- Provide false or misleading information related to medical, health or science issues

Do Not Create Political Campaigns or Interfere in Elections

This includes the usage of our products or services to:

- Promote or advocate for a particular political candidate, party, issue or position. This includes soliciting votes, financial contributions, or public support for a political entity
- Engage in political lobbying to actively influence the decisions of government officials, legislators, or regulatory agencies on legislative, regulatory, or policy matters. This includes advocacy or direct communication with officials or campaigns to sway public opinion on specific legislation or policies
- Engage in campaigns, including political campaigns, that promote false or misleading information to discredit or undermine individuals, groups, entities or institutions
- Incite, glorify or facilitate the disruption of electoral or civic processes, such as targeting voting machines, or obstructing the counting or certification of votes
- Generate false or misleading information on election laws, procedures and security, candidate information, how to participate, or discouraging participation in an election

Do Not Engage in Fraudulent, Abusive, or Predatory Practices

This includes using our products or services to:

- Facilitate the production, acquisition, or distribution of counterfeit or illicitly acquired goods
- Promote or facilitate the generation or distribution of spam

- Generate content for fraudulent activities, schemes, scams, phishing, or malware that can result in direct financial or psychological harm
- Generate content for the purposes of developing or promoting the sale or distribution of fraudulent or deceptive products
- Generate deceptive or misleading digital content such as fake reviews, comments, or media
- Engage in or facilitate multi-level marketing, pyramid schemes, or other deceptive business models that use high-pressure sales tactics or exploit participants
- Promote or facilitate payday loans, title loans, or other high-interest, short-term lending practices that exploit vulnerable individuals
- Engage in deceptive, abusive behaviors, practices, or campaigns that exploits people due to their age, disability or a specific social or economic situation
- Promote or facilitate the use of abusive or harassing debt collection practices
- Develop a product, or support an existing service that deploys subliminal, manipulative, or deceptive techniques to distort behavior by impairing decision-making
- Plagiarize or engage in academic dishonesty

Do Not Abuse our Platform

This includes using our products or services to:

- Coordinate malicious activity across multiple accounts such as creating multiple accounts to avoid detection or circumvent product guardrails or generating identical or similar prompts that otherwise violate our Usage Policy
- Utilize automation in account creation or to engage in spammy behavior
- Circumvent a ban through the use of a different account, such as the creation of a new account, use of an existing account, or providing access to a person or entity that was previously banned
- Facilitate or provide account access to vitiligo.ai to persons or entities who are located in unsupported locations
- Intentionally bypass capabilities or restrictions established within our products for the purposes of instructing the model to produce harmful outputs (e.g., jailbreaking or prompt injection) without an authorized use-case approved by VRF
- Unauthorized utilization of prompts and completions to train an AI model (e.g., "model scraping")

Do Not Generate Sexually Explicit Content

This includes the usage of our products or services to:

- Depict or request sexual intercourse or sex acts
- Generate content related to sexual fetishes or fantasies
- Facilitate, promote, or depict incest or bestiality
- Engage in erotic chats

High-Risk Use Case Requirements

Some integrations (meaning use cases involving the use of our products and services) pose an elevated risk of harm because they influence domains that are vital to public welfare and social equity. "High-Risk Use Cases" include:

- Healthcare: Integrations affecting healthcare decisions, medical diagnosis, patient care, or medical guidance. Wellness advice (e.g., advice on sleep, stress, nutrition, exercise, etc.) does not fall under this category
- **Legal:** Integrations related to legal interpretation, legal guidance, or decisions with legal implications
- **Insurance:** Integrations related to health, life, property, disability, or other types of insurance underwriting, claims processing, or coverage decisions
- **Finance:** Integrations related to financial decisions, including investment advice, loan approvals, and determining financial eligibility or creditworthiness
- **Employment and housing:** Integrations related to decisions about the employability of individuals, resume screening, hiring tools, or other employment determinations or decisions regarding eligibility for housing, including leases and home loans
- Academic testing, accreditation and admissions: Integrations related to standardized testing companies that administer school admissions (including evaluating, scoring or ranking prospective students), language proficiency, or professional certification exams; agencies that evaluate and certify educational institutions.
- Media or professional journalistic content: Integrations related to using our products or services to automatically generate content and publish it for external consumption
 If your integration is listed above, we require that you implement the additional safety measures listed below:
 - Human-in-the-loop: when using our products or services to provide advice, recommendations, or subjective decisions that directly impact individuals in high-risk domains, a qualified professional in that field must review the content or decision prior to dissemination or finalization. This requirement applies specifically to content or decisions that are provided to consumers or the general public, or decisions made about an individual. Your business is responsible for the accuracy and appropriateness of that information. For other types of content generation or interactions with users that do not involve direct advice, recommendations, or subjective decisions, human review is strongly encouraged but not mandatory.
 - Disclosure: you must disclose to your customers or end users that you are using our services to help inform your decisions or recommendations.

Disclosure Requirements

Finally, the below use cases – regardless of whether they are High Risk Use Cases – must disclose to their users that they are interacting with an AI system rather than a human:

- All customer-facing chatbots including any external-facing or interactive Al agent
- **Products serving minors:** Organizations providing minors with the ability to directly interact with products that incorporate our API(s).